

CORRECTED VERSION

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Evergy West,)
Inc. d/b/a Evergy Missouri West for Authority) File No. ER-2023-0444
To Implement Rate Adjustments Required by)
20 CSR 4240-20.090(8) and the Company's)

NON-UNANIMOUS STIPULATION AND AGREEMENT

COME NOW Evergy Missouri West (“EMW,” “Evergy,” or the “Company”) and the Staff of the Missouri Public Service Commission (“Staff”) (collectively, “Signatories”) by and through their respective counsel, and for their Stipulation and Agreement (“Stipulation”), respectfully state to the Missouri Public Service Commission (“Commission”).

BACKGROUND

1. On June 30, 2023, the Company filed tariff revisions (Tracking No. JE-2023-0229) with its proposed rate schedules to adjust charges related to the Fuel Adjustment Clause (“FAC”).
2. On July 31, 2023, Staff (“Staff”) for the Commission filed their *Recommendation for Rejection of Tariff Sheet* (“Recommendation”).
3. On September 28, 2023, the Commission issued its *Order Setting Procedural Schedule* (“Order”).
4. Pursuant to the Order, Staff and the Company filed their respective direct testimony on October 31, 2023.
5. Similarly, Staff and the Company filed their respective rebuttal testimony on November 30, 2023.
6. On December 12, 2023, the Company filed a *Motion to Suspend Procedural Schedule* (“Motion”) so the parties could pursue settlement, which Motion was granted by the Commission on December 13, 2023.

CORRECTED VERSION

TERMS AND CONDITIONS

7. The Signatories agree that EMW will use the following process in future Fuel Adjustment Clause (“FAC”) periods beginning with Accumulation Period 33 (June-November 2023):

- The calculated impact of the identified event will begin with hour 1 for any event where Nucor load experiences a 25% deviation from the expected Nucor load for more than 4 hours.
- Event tracking of qualified events will include the net of both positive and negative impacts for all identified qualified events in each month.
- Event tracking will be limited to each 6-month Accumulation Period.
- One entry will be made in the last month of the Accumulation Period, if necessary.
 - 6 months of event tracking will be included in each Accumulation Period going forward, on a one-month lag.
 - If the net result of the event tracking is an increase to non-Nucor customers during the 6-month Accumulation Period, an adjustment will be recorded within the general ledger to directly assign the additional purchased power costs to Nucor. This entry would result in a decrease in the FAR’s Actual Net Energy Costs (“ANEC”), therefore, a reduction in costs to non-Nucor customers.
 - If the net result of the event tracking is a decrease to non-Nucor customers during the 6-month Accumulation Period, no adjustment will be made in the general ledger.

CORRECTED VERSION

- Following the conclusion of an Accumulation Period, the amount for the event tracking will be reset to zero.

8. The Signatories agree that FAC Accumulation Period 32 (December 2022 – May 2023) should be handled as follows:

- Evergy reduced its ANEC in Accumulation Period 32 by \$48,018.52 in the substitute filing made on August 10, 2023 based on Staff's methodology.
- The correct amount under the methodology described above is \$34,678.84
- Assuming this Stipulation is approved by the Commission by January 24, 2024, Evergy will file a substitute tariff to reflect the difference of \$13,339.68, plus interest, from Accumulation Period 32 for recovery in Accumulation Period 33. If the Stipulation is not approved by January 24, 2024, Evergy will reflect the \$13,339.68 plus interest amount in the Company's subsequent FAC filing after approval by the Commission.

GENERAL PROVISIONS

9. This Stipulation is being entered into solely for the purpose of settling the issues specifically set forth above and represents a settlement on a mutually-agreeable outcome without resolution of specific issues of law or fact. This Stipulation is intended to relate *only* to the specific matters referred to herein; no Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. No party will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this Stipulation. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this Stipulation in any other proceeding, regardless of whether this Stipulation is approved.

CORRECTED VERSION

10. This Stipulation has resulted from extensive negotiations, and the terms hereof are interdependent. If the Commission does not approve this Stipulation, approves it with modifications or conditions to which a party objects, or issues an order in another Commission case that negates its approval or conditions or modifies the Stipulation in a manner to which any party objects, then this Stipulation shall be null and void, and no Signatory shall be bound by any of its provisions.

11. If the Commission does not approve this Stipulation unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with Section 536.080 RSMo 2016 or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Stipulation, shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

12. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect only to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2016; (2) to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2016; (3) to seek rehearing pursuant to Section 386.500, RSMo 2016; and (4) to judicial review pursuant to Section 386.510, RSMo 2019 Supp. These waivers apply only to a Commission

CORRECTED VERSION

order respecting this Stipulation issued in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

13. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

14. This Stipulation does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the Stipulation's approval. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has or as an acquiescence of any underlying issue. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

15. The Signatories agree that this Stipulation, except as specifically noted herein, resolves all issues related to these topics, and that the agreement should be received into the record without the necessity of any witness taking the stand for examination.

16. This Stipulation is a negotiated settlement. Except as specified herein, the Signatories to this Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of same.

17. If approved and adopted by the Commission, this Stipulation shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the

CORRECTED VERSION

validity and enforceability of this Stipulation and the operation of this Stipulation according to its terms.

NON-SIGNATORY PARTIES THAT DO NOT OPPOSE STIPULATION

18. The Signatories have been authorized to represent that the following parties, who have not executed this Stipulation, do not oppose Commission approval of this Stipulation:

- The Office of the Public Counsel.

WHEREFORE, the Signatories respectfully request the Commission to issue an order in this case approving the Stipulation subject to the specific terms and conditions contained therein.

CORRECTED VERSION

Respectfully submitted,

/s/ Roger W. Steiner

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**ATTORNEY FOR STAFF FOR THE
MISSOURI PUBLIC SERVICE
COMMISSION**

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 5th day of January 2024.

/s/ Roger W. Steiner

Roger W. Steiner